

2611
No. 12407

United States
Court of Appeals
for the Ninth Circuit.

SAMUEL H. FRIEND, S. HERBERT FRIEND, LEONARD
V. BLOCK, Co-Partners, Doing Business Under the Firm
Name and Style of S. H. Friend, and Feature Ring Co., Inc.

Appellants,

vs.

GRANAT BROS., a Corporation,

Appellee.

and

GRANAT BROS., a Corporation,

Appellant,

vs.

SAMUEL H. FRIEND, S. HERBERT FRIEND and LEON-
ARD V. BLOCK, Co-Partners, Doing Business Under the
Firm Name and Style of S. H. Friend and Feature Ring
Co., Inc.,

Appellees.

Transcript of Record
IN FOUR VOLUMES
Volume I
(Pages 1 to 86)

Appeals from the United States District Court,
Northern District of California,
Southern Division.

No. 12407

United States
Court of Appeals
for the Ninth Circuit.

SAMUEL H. FRIEND, S. HERBERT FRIEND, LEONARD
V. BLOCK, Co-Partners, Doing Business Under the Firm
Name and Style of S. H. Friend, and Feature Ring Co., Inc.

Appellants,

vs.

GRANAT BROS., a Corporation,

Appellee.

and

GRANAT BROS., a Corporation,

Appellant,

vs.

SAMUEL H. FRIEND, S. HERBERT FRIEND and LEON-
ARD V. BLOCK, Co-Partners, Doing Business Under the
Firm Name and Style of S. H. Friend and Feature Ring
Co., Inc.,

Appellees.

Transcript of Record
IN FOUR VOLUMES
Volume I
(Pages 1 to 86)

Appeals from the United States District Court,
Northern District of California,
Southern Division.

INDEX

[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in *italic*; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in *italic* the two words between which the omission seems to occur.]

PAGE

Appeal:

Bond on.....	48
Certificate of Clerk to Record on.....	59
Certificate of Clerk to Supplement to Record on.....	76
Concise Statement of Points on Which Defendants-Appellees and Cross-Appellants Intend to Rely on.....	72
Concise Statement of the Points on Which Plaintiff-Appellant Intends to Rely on..	50
Defendants' Designation of Contents of Record on.....	56
Designation of Contents of Record on.....	53
Notice of.....	46, 47
Plaintiff's Counter Designation of Contents of Record on.....	58
Stipulation Consolidating.....	79
Stipulation and Order Extending Time for Docketing	71

INDEX	PAGE
Stipulation Relative to Filing of Bond on.	73
Undertaking for Costs on.....	74
Bond on Appeal.....	48
Certificate of Clerk to Record on Appeal.....	59
Certificate of Clerk to Supplement to Record on Appeal.....	76
Complaint for Trade-Mark Infringement and Unfair Competition.....	2
Concise Statement of Points on Which Defend- ants-Appellees and Cross-Appellants Intend to Rely on Appeal.....	72
Concise Statement of the Points on Which Plaintiff-Appellant Intends to Rely on Ap- peal	50
Consolidated Answer.....	12
Exhibit A—Sample Advertisement.....	32
Defendants' Designation of Contents of Record on Appeal	56
Designation of Appellant-Cross-Appellee.....	81
Designation of Appellants-Cross-Appellees....	82
Designation of Contents of Record on Appeal.	53
Findings of Fact and Conclusions of Law.....	37
Conclusions of Law.....	41
Findings of Fact.....	38

INDEX

PAGE

Judgment	43
Minute Entry Dated August 23, 1948.....	11
Names and Addresses of Attorneys.....	1
Notice of Adoption of Statement of Points..	78, 83
Notice of Appeal to U.*S. Court of Appeals..	46, 47
Order Dated July 8, 1949.....	36
Order Dated December 23, 1949.....	71
Plaintiff's Admissions and Denials in Response to Defendant's Request for Admissions Un- der Rule 36.....	68
Plaintiff's Counter Designation of Contents of Record on Appeal.....	58
Reply to Defendants' Counterclaim.....	33
Request for Admission Under Rule 36.....	62
Stipulated Intervention of Feature Ring Co., Inc., as a Defendant.....	11
Stipulation Consolidating Appeals.....	79
Stipulation Consolidating Cases for Trial.....	9
Stipulation and Order Extending Time for Docketing Appeal.....	71
Stipulation and Order Relative to Exhibits and Book of Exhibits.....	84
Stipulation Relative to Filing of Appeal Bond.	73
Undertaking for Costs on Appeal.....	74

INDEX

PAGE

Witnesses, Plaintiff's:

Garner, Lee	
—direct	272
Granat, Joseph	
—direct	88
—cross	103
—redirect	148
—recross	148
Granat, Leo	
—direct	149
—cross	155
Peterson, Henry	
—direct	259
Quick, Forrest Ralph	
—direct	249
Wineroth, Joseph Norman	
—direct	160
—cross	209, 220
—redirect	239
—recross	247

Witnesses, Defendants':

Bloch, Leonard	
—direct	382
—cross	399
Magoon, Orrin G.	
—direct	407
McCune, Lawrence	
—direct	380

INDEX

PAGE

Witnesses, Defendants'—(Continued):

Peterson, Henry

—direct281, 302

—cross 326

Exhibits, Plaintiff's (Depositions):

J 3—Deposition of Jacoby, Moritz..... 415

—direct 418

—cross 450

—redirect 466

K 3—Deposition of Jackson, Holly G.... 470

—direct 472

—cross 481

—redirect 492

L 3—Deposition of Goldblatt, Leonard B... 496

—direct 498

—cross 510

—redirect 521

M 3—Deposition of Kleiger, Phil..... 526

—direct 527

—cross 545

—redirect 560

—recross 562

N 3—Deposition of Navarro, Arthur A.... 569

—direct 571

—cross 583

—redirect 594

	INDEX	PAGE
Exhibits, Plaintiff's (Depositions)—(Continued):		
O 3—Deposition of Van Sipma, Charles..		595
—direct		598
—cross		602
—redirect		609, 612
—recross		611
P 3—Deposition of Kernis, Norman.....		619
—direct		621
—cross		640
—redirect		645
—recross		646
Q 3—Deposition of Gamler, Harry.....		649
—direct		650
—cross		661
—redirect		672
—recross		672
R 3—Deposition of Shapiro, Benjamin B.		675
—direct		676
—cross		700
—redirect		719
—recross		719
Exhibits, Plaintiff's:		
K—Trade-Mark 430,436.....		725
L—Trade-Mark 411,415.....		726
M—Trade-Mark 185,365.....		727
Y—Granat Mfg. Co. Distributors and Ter- ritory Covered 1936 to 1941.....		729

INDEX

PAGE

Exhibits, Plaintiff's—(Continued):

Z—"Wed-Lok" Dealers Sold Directly by Granat Mfg. Co., 1934 to 1941.....	731
AA—"Wed-Lok" Dealers During Year 1947 to August, 1948.....	762
BB—Letter Dated August 13, 1948.....	817
E-3—National Advertising of "Wed-Lok" From May 1, 1947, to December 31, 1947	818
F-3—"Wed-Lok" Newspaper Advertising..	819

Exhibits, Defendants':

No. 1—Patent No. 1,982,864.....	820
2—Patent No. 2,016,492.....	824
3—Patent No. 2,059,228.....	828
4—Patent No. 2,061,655.....	832
6—Trade-Mark No. 506,514.....	835
37—"Lock" and "Lok" Third Party Registrations	837

NAMES AND ADDRESSES OF ATTORNEYS

NAYLOR AND LASSAGNE,

JAMES M. NAYLOR,

420 Russ Building,

San Francisco, California.

JOHN VAUGHAN GRONER,

20 Exchange Place,

New York, New York.

Attorneys for Defendant, Intervening

Defendant and Appellants and

Cross-Appellee.

MELLIN AND HANSCOM,

OSCAR A. MELLIN,

LEROY HANSCOM,

JACK E. HURSH,

391 Sutter Street,

San Francisco, California.

Attorneys for Plaintiff.

In the United States District Court, Northern
District of California, Southern Division

Civil Action No. 28219H

GRANAT BROS., a corporation,

Plaintiff,

vs.

SAMUEL H. FRIEND, S. HERBERT FRIEND
and LEONARD V. BLOCH, copartners, doing
business under the firm name and style of S. H.
Friend,

Defendants.

COMPLAINT FOR TRADE-MARK INFRINGEMENT
AND UNFAIR COMPETITION

Comes Now the above named plaintiff and for
cause of action against the defendants above named,
complains and alleges as follows: .

I.

Plaintiff alleges that it is a corporation duly organized and existing under and by virtue of the laws of the State of California, and has a place of business in the City and County of San Francisco, State of California.

II.

Plaintiff is informed and believes and on information and belief alleges that the defendants Samuel H. Friend, S. Herbert Friend and Leonard V. Bloch are copartners, and all residents of the City

and County of San Francisco, State of California, and are doing business under the firm name and style of S. H. Friend and have a place of business in the City and County of San Francisco, State of California.

III.

Plaintiff alleges that this Court has jurisdiction of this cause in that it arises under the trade-mark laws of the United States concerning infringement of trade-marks duly registered under the laws of the United States, and that the value of the matter in controversy, exclusive of interest, exceeds the amount of \$3,000.00.

IV.

Plaintiff alleges that it is the owner of all the right, title and interest in and to the trade-mark "Wedlock," and that said trade-mark "Wedlock" was registered in the United States Patent Office on June 10, 1924, certificate of registration No. 185,365, and that said certificate registration was assigned to plaintiff together with the good-will of the business in said trade-mark, and that plaintiff, ever since the assignment thereof, has been and now is the owner of all the right, title and interest therein and thereto.

V.

Plaintiff alleges that it is the owner of all the right, title and interest in and to the trade-mark "Wed-Lok"; that said trade-mark "Wed-Lok" was registered by said plaintiff in the United States

Patent Office for finger rings, and said registration bears No. 430,436, and is dated June 10, 1947.

VI.

Plaintiff further alleges that said trade-marks have been applied by plaintiff to finger rings sold in interstate commerce by said plaintiff continuously since the year 1934.

VII.

Plaintiff alleges that it is now engaged in and for many years past has been continuously engaged in the business of designing, manufacturing and selling finger rings, to which said trade-marks have been applied, throughout the entire United States of America, its territories and possessions, and has built up a large and enviable reputation and goodwill in connection with said business, and that the value of said goodwill is in excess of \$25,000,000.00, and that the said trade-mark is applied to its said finger rings or to packages containing the same.

VIII.

Plaintiff alleges that it has spent large sums of money in advertising its said trade-marked finger rings throughout the entire United States of America, and since the year 1934 the sums so spent total in excess of \$100,000.00, and that said advertising consists solely in advertising of its finger rings known and trade-marked with plaintiff's said trade-marks.

IX.

Plaintiff alleges that the retail sales value of its finger rings so trade-marked and sold by plaintiff exceeds the sum of \$2,500,000.

X.

Plaintiff alleges that for more than twelve (12) years last past its said trade-marks have been understood by the public and the trade as designating the finger rings and business of the plaintiff, and has been so exclusively identified with the finger rings and business of plaintiff as to have acquired a secondary meaning as to indicate the finger rings and business of plaintiff and its alone.

XI.

Plaintiff alleges that the defendants are in the business of wholesale selling finger ring sets consisting of a wedding band and engagement ring, which defendants identify by the use of the words "Feature-Lock," and has thereby infringed upon the trade-mark rights of this plaintiff.

XII.

Plaintiff alleges that the said ring sets sold by this plaintiff under its trade-marks and the ring sets sold by these defendants under the name "Feature-Lock" are goods of the same character and are directly competitive products.

XIII.

Plaintiff alleges that the mark used by defend-

ants "Feature-Lock" and the plaintiff's trade-marks are so confusingly similar that the purchasing public is likely to be deceived, and that the "Feature-Lock" finger ring sets of defendants can be palmed off on the public as the finger ring sets of this plaintiff.

XIV.

Plaintiff alleges that the mark "Feature-Lock" used by defendants is confusingly similar to plaintiff's said trade-mark.

XV.

Plaintiff alleges that the mark "Feature-Lock" applied by defendants to finger rings would cause confusion in the minds of the purchasing public who would believe that the finger ring sets sold under the said mark were the finger ring sets of this plaintiff.

XVI.

Plaintiff is informed and believes and on information and belief alleges that the words "Feature-Lock" have been and are being applied by defendants to finger rings with fraudulent intent on the part of the defendants to pass off its said finger rings as and for the finger ring sets of plaintiff with the purpose to deceive the public and enable the defendants to trade on the name and good-will of plaintiff.

XVII.

Plaintiff alleges that the defendants' use of the words "Feature-Lock" on its products has caused

and will continue to cause confusion between the finger ring sets of plaintiff and defendants, and that such confusion likely will have the effect of destroying the business, good-will and reputation heretofore established by plaintiff, all to the damage of plaintiff.

XVIII.

Plaintiff is informed and believes and on information and belief alleges that unless restrained by this Court, the defendants will continue to infringe on the rights of plaintiff and continue defendants' acts of unfair competition, all to the irreparable injury of plaintiff.

XIX.

Plaintiff alleges that it has no other speedy and adequate remedy save by this suit for an injunction.

XX.

Plaintiff is informed and believes and on information and belief alleges that defendants have derived unlawful gains and profits from their infringing acts, aforesaid, which plaintiff would otherwise have received but for such infringement by defendants.

XXI.

Plaintiff is informed and believes and on information and belief alleges that the acts of the defendants herein set forth have caused damage to plaintiff's business in an amount that cannot at this time be determined but is informed and believes and on information and belief alleges that said damage is in an amount in excess of \$5,000.00.

Wherefore Plaintiff Prays:

1. That defendants be required to appear and answer this complaint.

2. That a permanent injunction issue out of and under the seal of this Court, enjoining the defendants, their associates, officers, attorneys, clerks, servants, agents, employees and confederates, and each of them, from using the trade-mark "Feature-Lock" in any fashion whatsoever in connection with any business or products relating to finger rings.

3. For an accounting of profits and damages for the acts of trade-mark infringement committed by the defendants.

4. That plaintiff have and recover from defendants its actual damages sustained by reason of the infringement and unfair competition of defendants.

5. That said profits and damages be trebled in view of defendants' deliberate, intentional and fraudulent infringement and interference with the business of plaintiff.

6. That plaintiff have its costs and disbursements herein and for such other and further or different relief that the Court may deem appropriate in the premises.

GRANAT BROS., a corporation,

By /s/ OSCAR A. MELLIN,

Of Mellin and Hanscom,

Attorneys for Plaintiff.

[Endorsed]: Filed August 3, 1948.

In the United States District Court, Northern
District of California, Southern Division

Civil Action 28219H

GRANAT BROS., a corporation,

Plaintiff,

vs.

SAMUEL H. FRIEND, S. HERBERT FRIEND
and LEONARD V. BLOCH, copartners, doing
business under the firm name and style of S. H.
Friend,

Defendants.

Civil Action No. 28220H

GRANAT BROS., a corporation,

Plaintiff,

vs.

HERBERT BROWN, an individual,

Defendant.

STIPULATION CONSOLIDATING CASES
FOR TRIAL

It is hereby stipulated and agreed by and between
counsel for the above entitled parties that the two

above identified actions may be consolidated for trial for the convenience of the Court and parties.

JAMES M. NAYLOR,
NAYLOR AND LASSAGNE,
JOHN VAUGHAN GRONER,

By /s/ JAMES M. NAYLOR,
Attorneys for Defendants.

OSCAR A. MELLIN,
LEROY HANSCOM,
JACK E. HURSH,

By /s/ OSCAR A. MELLIN,
Attorneys for Plaintiff.

It Is So Ordered:

Dated: August 23rd, 1948.

/s/ GEORGE B. HARRIS,
U. S. District Judge.

[Endorsed]: Filed August 23, 1948.

District Court of the United States, Northern
District of California, Southern Division

At A Stated Term of the Southern Division of the
United States District Court for the Northern Dis-
trict of California, held at the Court Room thereof,
in the City and County of San Francisco, on Mon-
day, the 23rd day of August, in the year of our
Lord one thousand nine hundred and forty-eight.

Present: The Honorable George B. Harris,
District Judge.

Ordered Cases Consolidated for Trial

Civ. No. 28219H, Granat Bros, etc. vs. Samuel
H. Friend, et al.;

Civ. No. 28220H, Granat Bros, etc. bs. Herbert
Brown, etc.;

In accordance with a stipulation and order this
day filed, it is Ordered that these cases be and the
same are hereby consolidated for trial.

[Title of District Court and Causes.]

STIPULATED INTERVENTION OF FEATURE
RING CO., INC. AS A DEFENDANT

It is hereby stipulated by and between counsel
for the above-entitled parties that Feature Ring
Co., Inc., a corporation, may intervene in the above-
entitled consolidated actions as a party defendant.

It is further stipulated and agreed that said Feature Ring Co., Inc., as an intervening defendant, and the above-named defendants may file a consolidated answer to the complaint on file herein.

OSCAR A. MELLIN,
LEROY HANSCOM,
JACK E. HURSH,

By /s/ OSCAR A. MELLIN,
Attorneys for Plaintiff.

NAYLOR AND LASSAGNE,
JAS. M. NAYLOR,
JOHN VAUGHAN GRONER,

By /s/ JAS. M. NAYLOR,
Attorneys for Defendants.

It Is So Ordered: October 15, 1948.

/s/ GEORGE B. HARRIS,
U. S. District Judge.

[Endorsed]: Filed October 15, 1948.

[Title of District Court and Causes.]

CONSOLIDATED ANSWER

Come Now defendants, S. Herbert Friend, Leonard V. Bloch and Herbert Brown, and the intervening defendant, Feature Ring Co. Inc., by their attorneys, Naylor and Lassagne, and for their answers to the complaint of plaintiff herein, allege:

1. Defendants admit the allegations in paragraph I of the complaints herein.

2. Defendants S. Herbert Friend and Leonard V. Bloch admit that they are residents of the City and County of San Francisco, State of California, and that they are copartners, S. Herbert Friend being a general partner, and Leonard V. Bloch a limited partner, doing business under the firm name and style of S. H. Friend, with a place of business in the City and County of San Francisco, State of California, but deny that Samuel H. Friend, deceased, or his estate, has any interest in said copartnership.

Defendant Herbert Brown admits that he is a resident of Salinas, County of Monterey, State of California, and is there doing business.

Intervening defendant, Feature Ring Co., Inc., states that it is a corporation organized and existing under the laws of the State of New York with a place of business in the City and County of New York, State of New York.

3. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph III of the complaints herein.

4. Defendants admit that certificate of registration No. 185,365 on the word "Wedlock" was issued by the United States Patent Office on June 10, 1924, but deny each and every other allegation in paragraph IV of the complaints herein.

5. Defendants admit that certificate of registra-

tion No. 430,436 on the word "Wed Lok" for finger rings was issued by the United States Patent Office to plaintiff on June 10, 1947, but deny each and every other allegation in paragraph V of the complaints herein.

6. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph VI of the complaints herein.

7. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph VII of the complaints herein.

8. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph VIII of the complaints herein.

9. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph IX of the complaints herein.

10. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph X of the complaints herein.

11. Defendants S. Herbert Friend and Leonard V. Bloch admit that they are in the business of wholesale selling finger rings, including wedding band and engagement ring sets sold under the trade-

mark "Feature Lock," but defendants S. Herbert Friend and Leonard V. Bloch deny that they have infringed upon any trademark rights of plaintiff.

Defendant Herbert Brown admits that he is in the business of retail selling finger rings, including wedding band and engagement ring sets sold under the trademark "Feature Lock," but defendant Herbert Brown denies that he has infringed upon any trademark rights of plaintiff.

Defendant Feature Ring Co., Inc. admits that it is in the business of manufacturing and selling at wholesale ring mountings or blanks and interlocking ring mountings or blanks under the trade mark "Feature Lock," which mountings or blanks are employed by jeweler customers to prepare finger ring sets consisting of a wedding band and engagement ring, but defendant Feature Ring Co., Inc. denies that it has infringed upon any trademark rights of plaintiff.

12. Defendants admit the allegations contained in paragraph XII of the complaints herein.

13. Defendants deny the allegations contained in paragraph XIII of the complaints herein.

14. Defendants deny the allegations contained in paragraph XIV of the complaints herein.

15. Defendants deny the allegations contained in paragraph XV of the complaints herein.

16. Defendants deny the allegations contained in paragraph XVI of the complaints herein.

17. Defendants deny the allegations contained in paragraph XVII of the complaints herein.

18. Defendants deny the allegations contained in paragraph XVIII of the complaints herein.

19. Defendants deny the allegations contained in paragraph XIX of the complaints herein.

20. Defendants deny the allegations contained in paragraph XX of the complaints herein.

21. Defendants deny the allegations contained in paragraph XXI of the complaints herein.

For a First, Separate and Complete Affirmative Defense to the Complaints Herein, Defendants Allege:

22. That the rings on which plaintiff alleges it has used its alleged trademarks "Wedlock" and "Wed Lok" are sets of interlocking wedding and engagement rings as is shown in the sample advertisement of plaintiff appearing in the May 1948 issue of "Pacific Goldsmith" at page 25, a copy of which is annexed hereto as Exhibit "A."

23. That the rings on which all defendants herein have used the trademark "Feature Lock" are sets of interlocking wedding and engagement rings manufactured by the intervening defendant, Feature Ring Co., Inc., and sold by it to defendants S. Herbert Friend and Leonard B. Bloch, and sold by them to defendant Herbert Brown; that said trademark "Feature Lock" comprises the principal

word "Feature" of said intervening defendant's corporate name and the purely descriptive word "lock," which is descriptive of the means by which said wedding and engagement rings are held together.

24. That any mark including the word "lock," or any misspelling thereof, such as "lok," when applied to such interlocking articles, becomes descriptive, at least as to such part of said mark consisting of the word "lock," or any misspelling thereof, and no exclusive rights can arise in such descriptive part.

25. That the United States Patent Office has recognized the principle that no exclusive rights can arise in the descriptive word "lock" in granting, among others, the following registrations on trade marks including the word "lock" and various misspellings thereof:

Mark	Reg. No. & Reg. Date	Goods	Owner
Wed-Luck	411,415 1/16/45	Jewelry: Rings, Lockets, Bracelets	S. & S. Mfg. Co., Providence, R.I.
Gemlock	357,056 5/24/38	Bracelet Attachments	Gemex Co., Newark, N.J.
Turnlock	378,374 6/4/40	Necklaces and Watch Bracelets	Gemex Co., Newark, N.J.
Dubl-Lock	355,462 3/15/38	Key rings	Forstner Chain Corp., Irving- ton, N.J.
Dubl-Lock	349,128 8/17/37	Watch bracelets	Jacques Krei- sler Sales Corp., New York, N.Y.

Mark	Reg. No. & Reg. Date	Goods	Owner
Inter-Locking	328,054 9/10/35	Finger rings	Joseph Granat, San Francisco, Calif.
Nu-Lock	290,981 1/19/32	Personal jewelry, not including watches	Freeman-Daugh- aday Co., Providence, R.I.
Sta Lokt & design	Not yet issued, Pub. 6/8/48	Cuff buttons	J. F. Sturday's Sons Co., Attle- boro Falls, Mass.
Locked-In Love	432,290 8/26/47	Finger rings	Untermeyer, Robbins & Co., New York, N.Y.
Lokit & design	276,885 10/28/30	Belt buckles	A. Rosenberg & Co., Boston, Mass.
Wood-Lok	431,603 7/29/47	Resin and starch adhesives	National Starch Products, Inc., New York, N.Y.
Load-Lok	425,121 11/5/46	Resin and starch adhesives	National Starch Products, Inc., New York, N.Y.
Plastilock	415,176 7/31/45	Adhesive cements made from synthetic plastics	B. F. Goodrich Co. New York, N.Y. & Akron, Ohio
Wedgelock	405,967 2/29/44	Sliding closure fasteners for cosmetic bags, change purses, etc.	Corona Enter- prises, Inc., New York, N.Y.
Vulcalock	234,182 10/18/27 Renewed	Adhesive cement	B. F. Goodrich Co. New York, N.Y.
Bondlok	428,651 4/1/47	Slide fasteners	Herman Snyder, d.b.a. Bondlok Products Co., New York, N.Y.

Mark	Reg. No. & Reg. Date	Goods	Owner
Gazlok	425,424 11/19/46	Anti-siphoning theft guards for gas tanks	Jaffber Mfg. & Sales Co. Inc. to Wm. Jaffa, Minne- apolis, Minn.
Dualock	425,372 11/12/46	Lock nuts	Easy Washing Machining Co., Ltd., Toronto, Can.
Adelock	418,693 1/8/46	Self locking nuts and fasteners	Adel Precision Products Corp., Burbank, Calif.
Nescolok	415,404 8/7/45	Machine screw and washer unit fasteners	New England Screw Co., Keene, N.H.
Gaplock & design	383,346 12/3/40	Adhesive friction tape	Garlock Packing Co., Palmyra, N.Y.
Grainlock	351,699 11/2/37	Polishing-wheel cement	Industrial Lub- ricants Co., Detroit, Mich.
Ce-Lok	348,294 7/20/37	Liquid cements for leather, metal, glass, etc.	Albert H. Mitchell, Bellerose, L.I., N.Y.
Inlock	318,284 10/23/34	Adhesive cement	Inland Mfg. Co., Dayton, Ohio
Ruglock & design	304,791 7/18/33	Latex sizing for backs of rugs, mats, etc.	American Cura- tex Corp., Quincy, Mass.
Hammer Lock	414,359 6/5/45	Pipe unions	Turbolite Co., Houston, Texas
Everlock	405,720 2/15/44	Bolts and other threaded elements	Thompson Bremer & Co., Chicago, Ill.
Laylock	404,506 11/30/43	Wire rope clamps	Bethlehem Steel Co., Bethlehem, Pa.
Maximlok	399,884 2/2/43	Box hinges	H. D. Greenman d.b.a. Maximlok Co., Brooklyn, N.Y.

Mark	Reg. No. & Reg. Date	Goods	Owner
Millok	395,491 5/26/42	Metal pipe fittings	C. Mueller, d.b.a. Mueller Spec. Mfg. Co., Chicago, Ill.
Valok	388,751 7/8/41	Brackets for venetian blinds	Lorentzen Hard- ware Mfg. Corp., New York, N.Y.
Ledilok	377,395 4/30/40	Expansion shields	U.S. Expansion Bolt Co., York, Pa.
Spiralok	374,723 1/23/40	Metal pipe fittings	Pacific Pipe Co. San Francisco, Calif.
Durolok	373,608 12/12/39	Slide operated fasteners	Standard Prod- ucts Corp., New York, N.Y.
Line Lok & design	381,542 9/20/40	Clothes line holders, pulleys, blocks, etc.	F. W. Sauer, d.b.a. Fred W. Sauer Mfg. Co., Newark, N.J.
Dix-Lock	384,909 2/4/41	Metal pipe and hose couplings	Dixon Valve & Coupling Co., Philadelphia, Pa.
Speedlock	350,844 10/5/37	Hose fittings	Cleveland Brass Mfg. Co., Cleveland, Ohio
Polox	279,518 1/20/31	Combined adhesive cement and solder	Plox Mfg. Co., Merriam, Kans.

26. That neither plaintiff nor any other member of the public has any exclusive right to the use of the descriptive word "lock," or any misspelling thereof, such as "lok," and that it would be contrary to equity and good conscience and the spirit of the law and statute pertaining to trademarks to

permit plaintiff to extend the rights, if any, covered by the registrations mentioned in paragraphs IV and V of the complaints herein, as allegedly owned by plaintiff, to preclude defendants from free and lawful use of the trademark "Feature Lock" on their goods.

For a Second, Separate and Complete Affirmative Defense to the Complaints Herein, Defendants Allege:

27. That in failing to move to oppose or cancel any or all of the trademark registrations pertaining to rings, bracelets, jewelry and other goods of the same descriptive properties set forth in paragraph 25 above, plaintiff has been guilty of such acquiescence in the use by others of marks including the word "lock," or various misspellings thereof, such as "lok," on goods of the same descriptive properties, as to have destroyed all of its alleged trademark rights, if any ever existed, in the marks "Wedlock" and "Wed Lok," at least as far as the words "lock" and "lok" are concerned, and by such acquiescence plaintiff is estopped from objecting to defendants' use of "Feature Lock" on their rings.

For a Third, Separate and Complete Affirmative Defense to the Complaints Herein, Defendants Allege:

28. That besides the registered uses by the various owners of trademarks, including the word "lock" and various misspelling thereof, such as

“lok,” listed in paragraph 25 above, the following parties, among others, also use unregistered marks including the word “lock” and various misspellings thereof, such as “lok,” on the goods indicated:

Mark	Goods	Owner
Life-Lok	Interlocking wedding and engagement rings	Manne & Son
Snap-Lock	Clip device to hold wedding and engagement rings together	Royal Jewelry Stores, N.Y., N.J., Conn. and Pa.
Flex-Let Tru-Lock : Tru-Lock	Locking device for bracelets, watch bands, etc.	Flex-Let Expansion Products : Philadelphia, Dallas, Los Angeles, Montreal
Looplock	Toilet covers, bath-mats, rugs	Sanford Mills
Seam Lock	Woven pile carpet	Milton Newman
Quick Lox	Metal drums having removable heads and closure fasteners for such drums	Stevens Metal Co.
Lok-Screw	Two-part threaded blind rivets	The Dill Manufacturing Co.
Locklath	Plaster boards and plaster wall boards	Plastoid Products, Inc.
Loc Lip	Ceramic products having interlocking joints	Ric-Wil Co.
Lock Joint	Track brackets and track for sliding	Richards-Wilcox Co.
Lock Link	Chains	American Chain Co. Inc.
Locknob	Lamp chimneys	R. E. Dietz Co.
Lockon	Track contacts for electric toy trains	The Lionel Corporation
Lock-Air	Anti-leak filler for inner tubes for tires	Lock Co., Inc. Mineola, N.Y.

29. That the word "lock," and various misspellings thereof, such as "lok," is such widespread and common use as a part of trademarks in the United States, on various locking and locked devices, including rings and other goods of the same descriptive properties, by so many persons that said word "lock," or misspellings thereof, such as "lok," has no trademark significance and plaintiff can have no exclusive rights in such part of its alleged trademarks "Wedlock" and "Wed Lok" which could be infringed by defendants' use of "Feature Lock."

30. That aside from the common and descriptive word "lock" appearing on both plaintiff's and defendants' marks, there is no similarity between such marks and no likelihood of confusion, and defendants therefore do not infringe any right of plaintiff, nor compete unfairly with plaintiff.

For a Fourth, Separate and Complete Affirmative Defense to the Complaints Herein, Defendants Allege:

31. That Strauss & Strauss, a corporation, one of plaintiff's predecessors in interest in and registrant of trade mark registration No. 185,365 on "Wedlock," set forth in paragraph IV of the complaints herein, first applied for registration of this mark for finger rings under the Trade Mark Act of 1905, application serial No. 176,050; that the United States Patent Office rejected said applica-

tion under the 1905 Act, holding said mark to be descriptive; that Strauss & Strauss did not appeal from this ruling but acceded to it and modified said application serial No. 176,050 to seek registration under the Trade Mark Act of 1920, which permitted the registration of descriptive marks, and that the United States Patent Office granted trademark registration No. 185,365 on said application serial No. 176,050 under the Trade Mark Act of 1920.

32. That plaintiff, registrant of trademark registration No. 430,436 on "Wed Lok," set forth in paragraph V of the complaints herein, first applied for registration of this mark on finger rings under the Trade Mark Act of 1905, application serial No. 474,122; that the United States Patent Office rejected said application, holding said mark to be descriptive; that plaintiff did not appeal from this ruling but acceded to it and modified its application serial No. 474,122 to seek registration under the Trade Mark Act of 1920, which permitted the registration of descriptive marks, and that the United States Patent Office granted trademark registration No. 430,436 on application serial No. 474,122 under the Trade Mark Act of 1920.

33. That plaintiff is now estopped from claiming that said marks "Wedlock" and "Wed Lok" are not descriptive because plaintiff and its predecessor in interest acquiesced in the United States Patent Office ruling holding such marks to be descriptive as stated in paragraphs 31 and 32 herein.

34. That no secondary meaning indicative of plaintiff or of plaintiff's predecessor, Strauss & Strauss, can have become attached to said marks "Wedlock" and "Wed Lok," at least as far as the descriptive words "lock" and "lok" are concerned, because of the use of such words by others in their marks as set forth in paragraphs 25 and 28 hereof, and therefore defendants have not infringed upon any right of plaintiff in using their mark "Feature Lock," nor competed unfairly with plaintiff.

Counterclaim by Defendants Feature Ring Co., Inc.,
S. Herbert Friend and Leonard V. Bloch

35. Defendant Feature Ring Co., Inc., alleges that it is a corporation duly organized and existing under and by virtue of the laws of the State of New York, and is a citizen of the State of New York, with a place of business in the City and County of New York, State of New York.

36. Defendant S. Herbert Friend and Leonard V. Bloch allege that they are residents of the City and County of San Francisco, State of California, and that they are copartners, S. Herbert Friend being a general partner, and Leonard V. Bloch a limited partner, doing business under the firm name and style of S. H. Friend, with a place of business in the City and County of San Francisco, State of California.

37. Defendants allege on information and belief that the plaintiff Granat Bros. is a corporation duly

organized and existing under the laws of the State of California, and is a citizen of the State of California, with a place of business in the City and County of San Francisco, State of California.

38. Defendants allege that this court has jurisdiction of this counterclaim, jurisdiction being founded upon the diversity of citizenship of the parties as alleged in paragraphs 35 and 37 hereof, and upon the fact that the matter in controversy exceeds, exclusive of interest and costs, the sum or value of Three Thousand Dollars (\$3,000).

39. Defendant Feature Ring Co., Inc., alleges that it is in the business of manufacturing and selling ring mountings or blanks, which business averages per year over \$1,500,000 in retail value, that it began the manufacture and sale of sets of interlocking wedding and engagement ring mountings or blanks under the trade mark "Feature Lock" in or about April, 1948, and that the retail sale value of its interlocking ring mountings or blanks sold under such trade mark to date is over \$850,000.

40. Defendants S. Herbert Friend and Leonard V. Bloch allege that they are in the business of manufacturing and selling at wholesale wedding and engagement rings including sets of interlocking wedding and engagement rings under the trademark "Feature Lock" manufactured with ring mountings or blanks made and sold by defendant Feature Ring Co., Inc.

41. Defendants allege on information and belief

that plaintiff is in the business of manufacturing and selling sets of interlocking wedding and engagement rings under the alleged trademark "Wed-Lok," and claims ownership of trademark registrations No. 430,436, issued by the United States Patent Office on June 10, 1947, under the Trade Mark Act of 1920 for the alleged trade mark "Wed Lok" and No. 185,365, issued by the United States Patent Office on June 10, 1924, under the Trade Mark Act of 1920 for the alleged trade mark "Wed-lock."

42. Defendants allege on information and belief that despite the descriptiveness of plaintiff's alleged marks "Wed Lok" and "Wedlock," and particularly the descriptiveness of the words "lock" and "lok," when applied to interlocking rings or ring mountings, and despite the absence of any rights in plaintiff to the exclusive use of such words "lock" and "lok," all of which plaintiff well knows, plaintiff has, nevertheless, embarked on a campaign to unfairly monopolize said descriptive words "lock" and "lok" when applied to interlocking rings or ring mountings and to prevent proper public use of said descriptive words, as is evidenced by plaintiff's circulars issued to the jewelry trade, and letters written to jewelers charging that their use of any trade mark or trade name ending in "lock" or "lok" on interlocking rings and ring mountings constitutes infringement of plaintiff's alleged rights in said words "Wed Lok" and "Wedlock" and

unfair competition with plaintiff, and threatening suit therefor.

43. Defendants allege on information and belief that, as a part of said campaign to unfairly monopolize the descriptive words "lock" and "lok" on interlocking ring mountings and rings, plaintiff, well knowing its alleged trade marks "Wed Lok" and "Wedlock," and the said registrations thereof, were invalid or were not infringed by defendants' use of "Feature Lock" on their goods, and such use by those in privity with defendants, for the reasons set forth in paragraphs 22 through 34, inclusive, hereof, and well knowing that defendants and those in privity with defendants did not compete unfairly with plaintiff in such use, nevertheless, deliberately and with the intention of harassing and injuring defendants in their business, circularized the jewelry trade in general that the sale or advertisement of defendants' ring mountings or rings under defendants' mark "Feature Lock" would infringe plaintiff's rights in said alleged marks "Wed Lok" and "Wedlock," and would constitute unfair competition with plaintiff. Plaintiff further made unwarranted claims and threats against the customers of defendants and those in privity with them, charging them with unfair competition and with infringing plaintiff's alleged trade marks "Wed Lok" and "Wedlock," and threatening said customers and those in privity with them and said defendants' potential customers with suit if they sold or advertised said defendants' ring mountings or rings under said defendants' mark "Feature Lock."

44. Defendants allege that plaintiff's harassment of defendants' customers and those in privity with them and said defendants' potential customers constitutes an unfair and unwarrantable attempt by plaintiff to restrain defendants from doing that which they have a complete and lawful right to do and interferes with and obstructs the sale of the products of said defendants, and that the effect of plaintiff's unwarranted claims and threats is to retard and injure said defendants in the proper conduct of their business all to the great loss and damage of said defendants.

45. Defendants allege that as a result of plaintiff's unfair competition said defendants have been injured in their good will, and have been put to great expense in time and money to reassure their customers, those in privity with them and their potential customers that they would hold them harmless, and that despite such assurances defendants have lost orders for their interlocking ring mountings or rings which they would have received, and have failed to make sales of said interlocking ring mountings or rings which they would otherwise have made but for plaintiff's threats and harassment of said defendants' customers, those in privity with them and their potential customers.

46. Defendants allege that the acts of plaintiff herein complained of having caused damage to each of defendants' business in an amount that cannot at this time be determined, but said defendants are

informed and believe and, on information and belief, allege that said damage to each of them has been in excess of Three Thousand Dollars (\$3,000).

47. Defendants allege on information and belief, that plaintiff has derived unlawful gains and profits from said acts of unfair competition, which gains and profits defendants would otherwise have received but for such unfair competition by plaintiff.

48. Defendants allege, on information and belief, that unless restrained by this Court plaintiff will continue such acts of unfair competition, all to the irreparable injury of said defendants.

49. Defendants allege that they have no other speedy and adequate remedy save by this counterclaim for damages.

Wherefore defendants and each of them deny that plaintiff is entitled to any relief whatsoever and pray:

1. That the trademarks "Wed Lok" and "Wedlock" and the registrations thereof No. 185,365 and No. 430,436 be adjudged to be invalid and void and that defendants, and each of them, be adjudged not to infringe the same;

2. That it be adjudged that in their manufacture and sale of interlocking ring mountings or rings under the mark "Feature Lock," defendants and each of them have not manufactured or sold ring mountings or rings under a mark confusingly similar to plaintiff's marks or liable to deceive the

public, or to have in any way infringed any rights of plaintiff or to have competed unfairly with plaintiff;

3. That an injunction be issued perpetually enjoining and restraining plaintiff and anyone in privity with plaintiff from harassing these defendants, their agents, vendees, or others in privity with them, with notices of infringement or threats to sue for infringement of plaintiff's alleged trade marks "Wed Lok" and "Wedlock," or with notices of unfair competition or threats to sue for unfair competition, for circularizing the jewelry trade with similar notices and threats, and from otherwise competing unfairly with said defendants;

4. That plaintiff be required to account to defendants Feature Ring Co., Inc., S. Herbert Friend, and Leonard V. Bloch for all profits realized by it from such unfair competition and for all damages sustained by said defendants on account thereof and that said damages be trebled;

5. That the complaints herein be dismissed with costs to the defendants; and

6. That the Court may grant to defendants such other and further relief as in equity shall be just.

/s/ JAS. M. NAYLOR,
NAYLOR and LASSAGNE.

/s/ JOHN VAUGHAN GRONER,

/s/ WILLIAM F. MOSS.

Receipt of copy acknowledged.

Exhibit A.

Seen in June 1st

VOGUE

Save a lifetime of

Ring-worry

Other Diamond Rings...
can constantly bother you
by turning and separating
on your finger, losing the
full beauty of both the
rings and the diamonds.

WED-LOK*

ENSEMBLES are locked

together when worn together, yet will un-
lock instantly. These patented rings save
ring-worry and ring-wear as they cannot slip
out of position or rub against each other.

Wed-Lok*



Diamond solitaire with 2
side diamonds. Wedding
ring with 4 diamonds.
Granat 11K Tempered*
Gold mountings.

The Set... 250.00



Diamond solitaire with 4
side diamonds. Wedding
ring with 8 diamonds.
Granat Tempered* Plat-
inum mountings.

The Set... \$500.00



Diamond solitaire with
baguette diamonds. Wed-
ding ring with 2 round
2 baguettes. Granat 11K
Tempered* Platinum mountings.

The Set... 750.00

the most important rings you'll ever own! Diamonds exactly
selected for uniformity, color, and brilliance... set in exclusive
Granat Tempered* Mountings (not cast) of platinum or gold, to
ensure protection of those fine diamonds throughout the years.
Wed-Lok Diamond Ensembles in many styles from 125.00 to
500.00 the set (taxes additional). See Wed-Lok rings at a fine
jeweler near you, or write Granat, San Francisco 10, California.

GRANAT

Any and all infringements of Granat Bros patents, trademarks,
or copyrights will be prosecuted to the fullest extent of the law.

Trademark Reg. U.S. Pat. Off. Wed-Lok Ensembles Are Protected by U.S. Patents Issued and Pending

[Endorsed] Filed October 15, 1948.

Ring Illustrations enlarged to show detail.

Ex. A



[Title of District Court and Causes.]

REPLY TO DEFENDANTS' COUNTERCLAIM

Comes Now Granat Bros., plaintiff above named, and in reply to the counterclaim by defendants Feature Ring Co., Inc., S. Herbert Friend and Leonard V. Bloch, admit, deny and allege as follows, to wit:

I.

Answering Paragraph numbered 35 of the counterclaim, plaintiff alleges that it is without knowledge as to the matters therein alleged, and on that ground denies the same.

II.

Answering Paragraph numbered 36 in the counterclaim, plaintiff admits that S. Herbert Friend and Leonard V. Bloch are residents of the City and County of San Francisco, State of California, and that they are copartners doing business under the firm name and style of S. H. Friend, with a place of business in the City and County of San Francisco, State of California, but it is without knowledge that S. Herbert Friend is a general partner and Leonard V. Bloch a limited partner in said business, and on that ground denies such allegations.

III.

Answering Paragraph numbered 37 of the counterclaim, plaintiff admits the allegations thereof.

IV.

Answering Paragraph numbered 38 of the counterclaim, plaintiff admits the allegations thereof.

V.

Answering Paragraph numbered 39 of the counterclaim, plaintiff denies each and every of the allegations there contained.

VI.

Answering Paragraph numbered 40 of the counterclaim, plaintiff admits that the defendants S. Herbert Friend and Leonard V. Bloch are in the business of selling sets of interlocking wedding and engagement rings under the trade-mark "Feature Lock," but except for such admission both generally and specifically denies each and every other allegation in said Paragraph numbered 40 of the counterclaim contained.

VII.

Answering Paragraph numbered 41 of the counterclaim, plaintiff admits that it is in the business of manufacturing and selling sets of interlocking wedding and engagement rings under its trade-marks "Wed-Lok" and "Wedlock," and is the owner of trade-mark registrations Nos. 430,436 and 185,365, issued by the United States Patent Office for said trade-marks "Wed-Lok" and "Wedlock."

VIII.

Answering Paragraph numbered 42 of the coun-

terclaim, plaintiff both generally and specifically denies each and every allegation therein contained.

IX.

Answering Paragraph numbered 43 of the counterclaim, plaintiff both generally and specifically denies each and every allegation therein contained.

X.

Answering Paragraph numbered 44 of the counterclaim, plaintiff both generally and specifically denies each and every allegation therein contained.

XI.

Answering Paragraph numbered 45 of the counterclaim, plaintiff both generally and specifically denies each and every allegation therein contained.

XII.

Answering Paragraph numbered 46 of the counterclaim, plaintiff both generally and specifically denies each and every allegation therein contained.

XIII.

Answering Paragraph numbered 47 of the counterclaim, plaintiff both generally and specifically denies each and every allegation therein contained.

XIV.

Answering Paragraph numbered 48 of the counterclaim, plaintiff both generally and specifically denies each and every allegation therein contained.

XV.

Answering Paragraph numbered 49 of the counterclaim, plaintiff both generally and specifically denies each and every allegation therein contained.

Wherefore plaintiff prays that defendants take nothing by the counterclaim and that the same be dismissed with costs to the plaintiff, and that the Court may grant such other and further relief as in equity may be just.

MELLIN AND HANSCOM,
By /s/ OSCAR A. MELLIN,
Attorneys for Plaintiff.

Receipt of copy acknowledged.

[Endorsed]: Filed November 12, 1948.

[Title of District Court and Causes.]

ORDER

I shall find:

1. The word "Wed-Lok" is not primarily descriptive of the ensembles marketed and sold by plaintiff, but it is used in a suggestive or figurative sense. As such it is a valid registered trade-mark.
2. That the trade-mark was not abandoned.
3. The words "Feature Lock" are sufficiently distinct from "Wed-Lok" as to preclude likelihood that Feature Ring Co.'s product will be passed off as those of plaintiff. The evidence fails to show

confusion in the ultimate customers. Neither infringement nor unfair competition is established by the weight of the evidence.

4. The notices sent by plaintiff to customers of defendant Feature Ring Co. were sent in good faith and suit was brought by plaintiff seasonably after sending the notices. Feature Ring Co.'s counterclaim is therefore not established.

Judgment will be for defendants upon plaintiff's complaint and for plaintiff upon the counterclaim. Findings of fact and conclusions of law to be prepared by plaintiff pursuant to local rule; each party to bear its own costs.

Dated July 8th, 1949.

/s/ DAL M. LEMMON,
U. S. District Judge.

[Endorsed]: Filed July 8, 1949.

[Title of District Court and Causes.]

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Pursuant to Rule 52 of the Federal Rules of Civil Procedure and Rule 5(e) of the Rules of Practice of the District Court of the United States for the Northern District of California, the Court makes the following Findings of Fact and Conclusions of Law:

Findings of Fact

I.

That plaintiff, Granat Bros., is a corporation duly organized and existing under and by virtue of the laws of the State of California, and has a place of business in the City and County of San Francisco, State of California.

II.

That the defendants, S. Herbert Friend and Leonard V. Bloch, are residents of the City and County of San Francisco, State of California, and are co-partners. S. Herbert Friend being a general partner and Leonard V. Bloch a limited partner, and that they are doing business under the firm name and style of S. H. Friend with a place of business in the City and County of San Francisco, State of California.

III.

That the intervening defendant, Feature Ring Co., is a corporation duly organized and existing under and by virtue of the laws of the State of New York, and has a place of business in the City of New York, State of New York.

IV.

That plaintiff is the owner of all of the right, title and interest in and to the trade-mark "Wed-Lok" and that plaintiff registered the trade-mark "Wed-Lok" in the United States Patent Office for finger rings, said registration bearing No. 430436, dated June 10, 1947.

V.

That plaintiff adopted the trade-mark "Wed-Lok" for wedding ensembles in the year 1934 and commenced to use the same at that time.

VI.

That plaintiff applied the trade-mark "Wed-Lok" to finger rings and wedding ensembles and said finger rings and wedding ring ensembles were sold in interstate commerce over the entire United States by plaintiff continuously since at least the year 1936.

VII.

That plaintiff has never abandoned the trade-mark "Wed-Lok."

VIII.

Plaintiff's trade-mark "Wed-Lok" is not primarily descriptive of the ring ensembles marketed and sold by plaintiff, but it is used in a suggestive or figurative sense and is a valid registered trade-mark.

IX.

That plaintiff has been the exclusive user of the trade-mark "Wed-Lok" continuously since at least the year 1936.

X.

That plaintiff made extensive sales of its products trade-marked "Wed-Lok" throughout the entire United States from the year 1934 to date, and such sales in the trade-marked products were in the

amount of approximately Three Million Dollars (\$3,000,000.00).

XI.

That plaintiff's trade-marked products, "Wed-Lok" and the trade-mark "Wed-Lok" have been widely and very extensively advertised throughout the United States from the year 1934 to the present, excluding the war years of 1942, 1943, 1944 and 1945; and such advertising, exclusive of extensive dealer advertising, cost approximately One Hundred Fifty Three Thousand Dollars (\$153,000.00).

XII.

That in addition to plaintiff's advertising of trade-mark products "Wed-Lok" plaintiff's dealers throughout the United States extensively advertised them in local papers.

XIII.

That the words "Feature Lock" are sufficiently distinct from "Wed-Lok" as to preclude likelihood that the Feature Ring Co.'s product will be passed off as those of plaintiff.

XIV.

The evidence fails to show confusion in the ultimate customers between the products marked "Feature Lock" and plaintiff's products marked "Wed-Lok," and neither trade-mark infringement nor unfair competition is established.

XV.

That the notices sent by plaintiff to customers of defendant, Feature Ring Co., were sent in good faith and suit was brought by plaintiff seasonably after sending the notices.

XVI.

That the evidence establishes that plaintiff did not unfairly compete with the Feature Ring Co.

Conclusions of Law

I.

That plaintiff is the owner of the trade-mark "Wed-Lok" as applied to wedding ring ensembles.

II.

That the trade-mark "Wed-Lok" is a distinctive and valid trade-mark.

III.

That plaintiff is the owner of Trade-Mark Registration No. 430,436, dated June 10, 1947, and said registration is good and valid in law.

IV.

That this Court has jurisdiction of this cause in that the same is founded upon the trade-mark laws of the United States.

V.

That no confusion was shown between the ultimate customers of plaintiff and defendants and therefore

plaintiff failed to establish trade-mark or unfair competition by defendants.

VI.

That the trade-mark "Feature Lock" does not infringe upon the trade-mark "Wed-Lok."

VII.

That the defendants have not unfairly competed with the plaintiff.

VIII.

That the plaintiff has not unfairly competed with the defendant, Feature Ring Co.

IX.

That no damages were proved by any of the parties hereto.

X.

That each party shall bear its own costs.

/s/ DAL M. LEMMON,

Judge of the District Court.

Receipt of copy acknowledged.

Lodged September 8, 1949.

[Endorsed]: Filed September 14, 1949.

In the United States District Court, Northern
District of California, Southern Division

Civil Action No. 28219-H

GRANAT BROS., a corporation,

Plaintiff,

vs.

SAMUEL H. FRIEND, S. HERBERT FRIEND
and LEONARD V. BLOCH, copartners doing
business under the firm name and style of S.
H. Friend,

Defendants,

and

FEATURE RING CO., INC.,

Intervening Defendant.

JUDGMENT

This cause having come on to be heard upon the issues raised by the Complaint, Consolidated Answer and Counterclaim and Reply to Defendants' Counterclaim, and the Court having filed its Findings of Fact and Conclusions of Law, it is ordered, adjudged and decreed:

I.

That plaintiff, Granat Bros., is a corporation duly organized and existing under and by virtue of the laws of the State of California, and has a place of

business in the City and County of San Francisco, State of California.

II.

That the defendants, S. Herbert Friend and Leonard V. Bloch, are residents of the City and County of San Francisco, State of California, and are copartners. S. Herbert Friend being a general partner and Leonard V. Bloch a limited partner, and that they are doing business under the firm name and style of S. H. Friend with a place of business in the City and County of San Francisco, State of California.

III.

That the intervening defendant, Feature Ring Co., is a corporation duly organized and existing under and by virtue of the laws of the State of New York, and has a place of business in the City of New York, State of New York.

IV.

That this Court has jurisdiction of this cause in that the same is founded upon the trade-mark laws of the United States.

V.

That plaintiff is the owner of all of the right, title and interest in and to the trade-mark "Wed-Lok" and that plaintiff registered the trade-mark "Wed-Lok" in the United States Patent Office for

finger rings, said registration bearing No. 430,436, dated June 10, 1947.

VI.

That plaintiff's trade-mark "Wed-Lok" is a distinctive and valid trade-mark.

VII.

That defendants in using the trade-mark "Feature Lock" have not infringed upon plaintiff's trade-mark "Wed-Lok."

VIII.

That defendants have not unfairly competed with plaintiff.

IX.

That plaintiff has not unfairly competed with defendants, Feature Ring Co., Inc., S. Herbert Friend or Leonard V. Bloch.

X.

That the complaint of plaintiff herein be and the same is hereby dismissed as to defendants.

XI.

That the counterclaim of defendants, Feature Ring Co., Inc., S. Herbert Friend and Leonard V. Bloch be and the same is hereby dismissed as to plaintiff.

XII.

That no damages are to be awarded to any of the parties.

XIII.

That each party bear its own costs.

/s/ DAL M. LEMMON,
U. S. District Judge.

Receipt of copy acknowledged.

Lodged September 8, 1949.

[Endorsed]: Filed September 14, 1949.

Entered in Civil Docket September 15, 1949.

[Title of District Court and Causes.]

NOTICE OF APPEAL TO UNITED STATES
COURT OF APPEALS FOR THE NINTH
CIRCUIT UNDER RULE 73(b)

Notice is hereby given that Samuel H. Friend, S. Herbert Friend, Leonard V. Bloch, and Feature Ring Co., Inc., defendants above named, hereby appeal to the United States Court of Appeals for the Ninth Circuit, from the parts of the judgment entered in this action on September 15, 1949, which adjudge as follows:

“VI. That plaintiff’s trade-mark ‘Wed-Lok’ is a distinctive and valid trade-mark.

IX. That plaintiff has not unfairly competed with defendants, Feature Ring Co., Inc., S. Herbert Friend or Leonard V. Bloch.

XI. That the counterclaim of defendants, Fea-

ture Ring Co., Inc., S. Herbert Friend and Leonard V. Bloch be and the same is hereby dismissed as to plaintiff."

XII. In so far as it fails to award damages to defendants herein on their counterclaim.

XIII. In so far as it fails to award defendants their costs herein.

Dated: October 15, 1949.

NAYLOR and LASSAGNE,
JAS. M. NAYLOR,
JOHN VAUGHAN GRONER,

By /s/ JAS. M. NAYLOR,
Attorneys for Defendants.

[Endorsed]: Filed October 15, 1949.

[Title of District Court and Causes.]

NOTICE OF APPEAL

Notice Is Hereby Given that Granat Bros., the Plaintiff above named, hereby appeals to the Court of Appeals for the Ninth Circuit from the following parts, and each thereof, of the judgment entered in this action on the 15th day of September, 1949:

- (a) Paragraph numbered VII of said judgment;
- (b) Paragraph numbered VIII of said judgment.

Dated: At San Francisco, California, this 14th day of October, 1949.

MELLIN AND HANSCOM,

By /s/ OSCAR T. MELLIN,
Attorneys for Plaintiff.

[Endorsed]: Filed Oct. 15, 1949.

[Title of District Court and Causes.]

BOND ON APPEAL

Know All Men by These Presents, That we, Granat Bros., a corporation, as Principal, and Indemnity Insurance Company of North America, a corporation, as Surety, are held and firmly bound unto Samuel H. Friend, S. Herbert Friend and Leonard V. Bloch, copartners doing business under the firm name and style of S. H. Friend, Defendants, and Feature Ring Co., Inc., Intervening Defendant above named, in the full and just sum of Two Hundred Fifty and No/100 Dollars (\$250.00) to be paid to the said Samuel H. Friend, S. Herbert Friend and Leonard V. Bloch, copartners doing business under the firm name and style of S. H. Friend, Defendants, and Feature Ring Co., Inc., Intervening Defendant, or their successors or assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Sealed with our seals and dated this 14th day of October, 1949.

Whereas, lately, in the District Court of the United States for the Northern District of California, Southern Division, in a suit depending in said Court between Granat Bros., a corporation, Plaintiff and Samuel H. Friend, S. Herbert Friend and Leonard V. Bloch, copartners doing business under the firm name and style of S. H. Friend, Defendants, and Feature Ring Co., Inc., Intervening Defendant, a judgment was rendered against the Plaintiff and said Plaintiff has duly filed notice of appeal from said judgment:

Now, Therefore, the condition of the above obligation is such that if the said Plaintiff shall prosecute its appeal with the effect and pay all costs if the appeal is dismissed, or the judgment affirmed, or such costs as the appellate court may award if the judgment is modified, then the above obligation to be void; otherwise, to remain in full force and virtue.

GRANAT BROS.,
A Corporation,
Principal.

INDEMNITY INSURANCE
COMPANY OF NORTH
AMERICA,

[Seal] By /s/ JAMES A. SMITH,
Attorney-in-Fact.

Bond No.

State of California,
San Francisco,
County of San Francisco—ss.

On this 14th day of October in the year one thousand nine hundred and forty-nine before me, Fred G. Ainslie, a Notary Public in and for the City and County of San Francisco, personally appeared James A. Smith known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the Indemnity Insurance Company of North America, and acknowledged to me that he subscribed the name of the Indemnity Insurance Company of North America thereto as principal, and his own name, as Attorney-in-fact.

[Seal]: /s/ FRED G. AINSLIE,
Notary Public in and for the City and County of
San Francisco, State of California.

My Commission Expires August 27, 1951.

[Endorsed]: Filed October 15, 1949.

[Title of District Court and Causes.]

CONCISE STATEMENT OF THE POINTS ON
WHICH PLAINTIFF - APPELLANT IN-
TENDS TO RELY ON APPEAL

Comes now plaintiff-appellant, above-named, and makes the following concise statement of the points on which it intends to rely for appeal to the United

States Court of Appeals for the Ninth Circuit from the Judgment entered September 15, 1949, in the above-entitled cause.

1.

The Court erred in finding that the defendants in using the trade-mark "Feature Lock" did not infringe upon plaintiff's trade-mark "Wed-Lok."

2.

The Court erred in not finding that the defendants in using the trade-mark "Feature Lock" infringed upon plaintiff's trade-mark "Wed-Lok."

3.

The Court erred in finding that defendants have not unfairly competed with plaintiff.

4.

The Court erred in not finding that defendants have unfairly competed with plaintiff.

5.

The Court erred in not finding that plaintiff's trade-mark had acquired a secondary meaning identifying the goods of plaintiff and its goods alone.

6.

The Court erred in finding that the words "Feature Lock" are sufficiently distinct from the words "Wed-Lok" as to preclude the likelihood

that Feature Ring Co., Inc.'s products will be passed off as those of plaintiff's.

7.

The Court erred in not finding that the words "Feature Lock" are not sufficiently distinct from the words "Wed-Lok" as to preclude the likelihood that Feature Ring Co., Inc.'s products will be passed off as those of plaintiff's.

8.

The Court erred in concluding that it was necessary to show confusion between customers of plaintiff and defendants before plaintiff could establish trade-mark infringement by defendants.

9.

The Court erred in not concluding that it was not necessary to show confusion between customers of plaintiff and defendants before plaintiff could establish trade-mark infringement by defendants.

10.

The Court erred in concluding that it was necessary to show confusion between customers of plaintiff and defendants before plaintiff could establish unfair competition by defendants.

11.

The Court erred in not concluding that it was not necessary to show confusion between customers

of plaintiff and defendants before plaintiff could establish unfair competition by defendants.

MELLIN AND HANSCOM,

By /s/ OSCAR A. MELLIN,

/s/ LeROY HANSCOM,

/s/ JACK E. HURSH,

Attorneys for Plaintiff-
Appellant.

Proof of Service

I hereby certify that a copy of the foregoing Concise Statement of the Points on Which Plaintiff-Appellant Intends To Rely on Appeal has this day been mailed to Messrs. Naylor & Lassagne, 2607 Russ Building, San Francisco 4, California, attorneys for defendants.

/s/ OSCAR A. MELLIN.

San Francisco, California, November 18, 1949.

[Endorsed]: Filed November 19, 1949.

[Title of District Court and Causes.]

DESIGNATION OF CONTENTS OF RECORD ON APPEAL

Comes now plaintiff-appellant, above-named, and pursuant to Rule 75 of the Federal Rules of Civil Procedure designates the following portions of the

record, proceedings, and evidence to be contained in the record on appeal:

1. Complaint.
2. Stipulated intervention of Feature Ring Co., Inc., as defendants.
3. Consolidated Answer and Counterclaim.
4. Reply to Defendants' Counterclaim.
5. Stipulation consolidating cases for trial.
6. Order, dated July 8, 1949.
7. Findings of Fact and Conclusions of Law.
8. Judgment.

9. The following portions of the Reporter's transcript of proceedings and testimony taken on March 15, 16 and 17, 1949, are herewith designated to be contained in the record on appeal:

· Page 4, lines 4 and 5, incl.; page 4, line 12 to page 27, line 4, incl.; page 29, line 7 to page 34, line 12, incl.; page 34, line 23 to page 56, line 4, incl.; page 56, line 13, to page 57, line 4, incl.; page 57, line 20, to page 59, line 2, incl.; page 60, line 24, to page 63, line 10, incl.; page 65, line 8, to page 72, line 4, incl.; page 72, lines 6 and 7, incl.; page 72, line 14, to page 84, line 14, incl.; page 84, lines 22 and 23, incl.; page 85, line 1 to page 92, line 6, incl.; page 92, line 12 to page 110, line 7, incl.; page 110, line 17 to page 114, line 5, incl.; page 114, line 8 to page 115, line 2, incl.; page 115,

line 20 to page 118, line 15, incl.; page 118, line 25 to page 145a, line 1, incl.; page 146, line 10, to page 176, line 4, incl.; page 178, line 3; page 178, line 7; page 178, line 19 to page 179, line 24, incl.; page 180, line 10 to page 181, line 4, incl.; page 181, line 13 to page 182, line 2, incl.; page 182, line 7 to page 191, line 16, incl.; page 191, line 21 to page 198, line 5, incl.; page 198, line 19, to page 203, line 19, incl.; page 204, line 3 to page 205, line 25, incl.; page 206, line 3 to page 208, line 12, incl.; page 208, line 19 to page 210, line 9, incl.; page 214, lines 11 to 15, incl.; page 218, lines 17 to 23, incl.; page 219, line 16 to page 223, line 8, incl.; page 223, line 24 to page 224, line 21, incl.; page 266, lines 7 and 8, incl.; page 274, line 20 to page 276, line 16, incl.; page 279, line 3 to page 280, line 8, incl.; page 283, lines 2 to 10, incl.; page 291, line 24 to page 301, line 11, incl.; page 316, line 1 to page 318, line 9, incl.; page 318, line 22 to page 320, line 19, incl.; page 322, lines 1 to 24, incl.; page 323, line 1 to page 338, line 20, incl.; page 341, line 20; page 342, line 13 to page 352, line 5, incl.

10. Plaintiff's Exhibits A to RRR, inclusive.

11. Defendants' Exhibits 1 to 6, inclusive.

12. Notice of Appeal.

13. Bond on Appeal.

14. Concise Statement of Points on which Plaintiff-Appellant Intends To Rely on Appeal.

15. This Designation of Contents of Record on Appeal.

MELLIN AND HANSCOM,

By /s/ OSCAR A. MELLIN,

/s/ LeROY HANSCOM,

/s/ JACK E. HURSH,

Attorneys for Plaintiff-
Appellant.

San Francisco, California, November 18, 1949.

Proof of service attached.

[Endorsed]: Filed Nov. 19, 1949.

[Title of District Court and Causes.]

DEFENDANTS' DESIGNATION OF
CONTENTS OF RECORD ON APPEAL

Come now defendants-appellees and cross-appellants, above named, pursuant to Rule 75 of Federal Rules of Civil Procedure, and designate the following portions of the record, proceedings and evidence to be contained in the record on appeal:

1. Request for Admissions Under Rule 36.
2. Plaintiff's Admissions and Denials in Response to Defendants' Request for Admissions Under Rule 36.

3. The following portions of the Reporter's Transcript of proceedings and testimony taken on March 15th, 16th and 17th, 1949, are herewith designated to be contained in the record on appeal:

Page 27, line 5 to end of page; page 28, the whole page; page 29, lines 1 to 6, incl.; page 34, lines 13 to 22, incl.; page 110, lines 8 to 15, incl.; page 118, lines 16 to 24, incl.; page 198, lines 6 to 12, 13-18, incl.; page 203, line 20 to end of page; page 204, lines 1 and 2; page 211, line 3, to page 214, line 10, incl.; page 214, lines 17 and 18; page 214, line 23; page 223, lines 9 to 23, incl.; page 224, lines 22 to 25, incl.; page 225, the whole page; page 226, lines 1 to 19, incl.; page 226, lines 24 and 25; page 227, line 1 to page 241, line 14, incl.; page 242, line 7 to page 266, line 6, incl.; page 266, line 9 to page 274, line 19, incl.; 276, 25 to 277 line 23; page 278, lines 1 to 17, incl.; page 279, lines 1 and 2; page 280, line 9, to page 283, line 1, incl.; page 283, lines 11 to 25, incl.; page 284, line 1, to page 291, line 23, incl.; page 301, line 12, to page 315, line 25, incl.; page 318, line 10 to 21, incl.; page 320, line 20, to page 321, line 25, incl.; page 338, line 21, to page 341, line 19, incl.; page 341, line 21, to page 342, line 12, incl.; page 352, line 6, to page 353, line 10, incl.; page 361, line 11, to page 365, line 7, incl.

4. Defendants' Exhibits 7 to 37, inclusive; Defendants' 38 for Identification, and Defendants' Exhibits 39 and 40.

5. Defendants' Notice of Appeal.
6. Stipulation Relative to Filing of Bond on Appeal.
7. Bond on Appeal.
8. Stipulation and Order Extending Time for Docketing Appeal.
9. Defendants' Designation of Contents of Record on Appeal.
10. Concise Statement of Points on Which Defendants-Appellees and Cross-Appellants Intend to Rely on Appeal.

NAYLOR and LASSAGNE,
JAS. M. NAYLOR,
JOHN VAUGHAN GRONER,

By /s/ JAS. M. NAYLOR,
Attorneys for Defendants.

Certificate of Service attached.

[Endorsed]: Filed November 28, 1949.

[Title of District Court and Causes.]

PLAINTIFF'S COUNTER DESIGNATION
OF CONTENTS OF RECORD ON APPEAL

Comes now plaintiff-cross-appellee, above named, and designates the following additional portions of the record, proceedings and evidence to be contained in the record on appeal:

1. The following additional portions of the Reporter's Transcript of proceedings taken on March 15th, 16th and 17th, 1949, are herewith designated to be contained in the record on appeal.

Page 198, lines 13 to 18, incl.; page 276, line 25, to page 277, line 23, incl.

2. Exhibit SSS.

3. Plaintiff's Counter Designation of Contents of Record on Appeal.

MELLIN AND HANSCOM,

By /s/ JACK E. HURSH.

Receipt of Copy acknowledged.

[Endorsed]: Filed Nov. 29, 1949.

[Title of District Court and Causes.]

CERTIFICATE OF CLERK TO RECORD
ON APPEAL

I, C. W. Calbreath, Clerk of the District Court of the United States for the Northern District of California, do hereby certify that the foregoing and accompanying documents and exhibits, listed below, are the originals filed in this Court, or a true and correct copy of an order entered on the minutes of this Court, in the above-entitled case, and that they constitute the Record on Appeal herein, as designated by the Appellant, to wit:

Complaint for Trade-Mark Infringement and Unfair Competition.

Stipulation Consolidating Cases for Trial.

Minute Order of August 23, 1948—Consolidating Cases for Trial.

Stipulated Intervention of Feature Ring Co., Inc., as a Defendant.

Consolidated Answer.

Reply to Defendants' Counterclaim.

Order for Judgment.

Findings of Fact and Conclusions of Law.

Judgment.

Notice of Appeal to United States Court of Appeals by Defendants.

Notice of Appeal by Plaintiff.

Bond on Appeal by Plaintiff.

Concise Statement of the Points on Which Plaintiff-Appellant Intends to Rely on Appeal.

Designation of Contents of Record on Appeal by Plaintiff-Appellant.

Plaintiff's Exhibits Nos. A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN, OO, PP, QQ, RR, SS, TT, UU, VV, WW, XX, YY, ZZ, A 3, B 3, C 3, D 3, E 3, F 3, G 3, H 3, I 3, J 3, K 3, L 3, M 3, N 3, O 3, P 3, Q 3, R 3, S 3, T 3, U 3, V 3, W 3, X 3, Y 3, Z 3 (includes Z A-D incl.), A O, and B 4.

Defendants' Exhibits Nos 1, 2, 3, 4, 5, and 6.

Reporter's Transcripts—Vol. 1—March 15, 1949, Vol. 2—March 16, 1949; Vol. 3—March 17, 1949.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said District Court, this 22nd day of November, A.D. 1949.

C. W. CALBREATH,

Clerk.

[Seal] By /s/ M. E. VAN BUREN,

Deputy Clerk.

[Endorsed]: No. 12407. United States Court of Appeals for the Ninth Circuit. Samuel H. Friend, S. Herbert Friend, Leonard V. Bloch, co-Partners Doing Business Under the Firm Name and Style of S. H. Friend, and Feature Ring Co., Inc., Appellants, vs. Granat Bros., a Corporation, Appellee, and Granat Bros., a Corporation, Appellant, Samuel H. Friend, S. Herbert Friend and Leonard V. Bloch, co-Partners Doing Business Under the Firm Name and Style of S. H. Friend and Feature Ring Co., Inc., Appellees. Transcript of Record. Appeals from the United States District Court for the Northern District of California, Southern Division.

Filed November 22, 1949.

/s/ PAUL P. O'BRIEN,

Clerk of the United States Court of Appeals for the Ninth Circuit.

In the United States District Court, Northern
District of California, Southern Division

Civil Action 28219-H

GRANAT BROS., a Corporation,

Plaintiff,

vs.

SAMUEL H. FRIEND, S. HERBERT FRIEND
and LEONARD V. BLOCH, Co-Partners, Do-
ing Business Under the Firm Name and Style
of S. H. Friend,

Defendants.

Civil Action 28220-H

GRANAT BROS., a Corporation,

Plaintiff,

vs.

HERBERT BROWN, an Individual,

Defendant,

and

FEATURE RING CO., INC.,

Intervening Defendant.

REQUEST FOR ADMISSIONS
UNDER RULE 36

Defendants, Samuel H. Friend, S. Herbert Friend
and Leonard V. Bloch, co-partners, doing business
under the firm name and style of S. H. Friend,

Herbert Brown and Feature Ring Co., Inc., request plaintiff, Granat Bros., to make the following admissions for the purposes of this action only and subject to all pertinent objections to admissibility which may be interposed at the trial:

That each of the following statements is true:

(a) That with respect to the trade mark "Wedlock" and the registration thereof No. 185,365, dated June 10, 1924, plaintiff's claim of ownership is based upon the following chain of title:

(1) An alleged assignment, dated December 10, 1934, from Strauss & Strauss, a New Jersey corporation, to Norman L. Strauss and William L. Strauss, a copartnership.

(2) An alleged assignment, dated December 14 and 18, 1934, from Norman L. Strauss and William L. Strauss, co-partners, to Paul Finkelstein, Sylvan Levy and Lazare Kaplan, assignees for the benefit of creditors of Strauss & Strauss, a copartnership.

(3) An alleged assignment, dated December 31, 1934, January 4, 1935, and January 7, 1935, from Paul Finkelstein, Sylvan Levy and Lazare Kaplan, acting as creditors committee in liquidation of William L. Strauss and Norman L. Strauss to Norman L. Strauss.

(4) An alleged assignment, dated March 28, 1936, from Norman L. Strauss to Granat Bros., a California corporation.

(b) Each of the following trade marks were registered in the United States Patent Office on the dates, under the numbers, to the parties named and for the goods specified:

Mark	Reg. No. & Reg. Date	Goods	Owner
Wed-Luck	411,415 1/16/45	Jewelry: Rings, Locketts, Bracelets	S. & S. Mfg. Co., Providence, R.I.
Gemlock	357,056 5/24/38	Bracelet Attachments	Gemex Co., Newark, N.J.
Turnlock	378,374 6/4/40	Necklaces and Watch Bracelets	Gemex Co., Newark, N.J.
Dubl-Lock	355,462 3/15/38	Key rings	Forstner Chain Corp., Irving- ton, N.J.
Dubl-Lock	349,128 8/17/37	Watch bracelets	Jacques Kreis- ler Sales Corp., New York, N.Y.
Inter-Locking	328,054 9/10/35	Finger rings	Joseph Granat, San Francisco, Calif.
Nu-Lock	290,981 1/19/32	Personal jewelry, not including watches	Freeman-Daugh- aday Co., Providence, R.I.
Sta Lokt & design	Not yet issued, Pub. 6/8/48	Cuff buttons	J. F. Sturday's Sons Co., Attle- boro Falls, Mass.
Locked-In Love	432,290 8/26/47	Finger rings	Untermeyer, Robbins & Co., New York, N.Y.
Lokit & design	276,885 10/28/30	Belt buckles	A. Rosenberg & Co., Boston, Mass.
Wood-Lok	431,603 7/29/47	Resin and starch adhesives	National Starch Products, Inc., New York, N.Y.

Mark	Reg. No. & Reg. Date	Goods	Owner
Load-Lok	425,121 11/5/46	Resin and starch adhesives	National Starch Products, Inc., New York, N.Y.
Plastilock	415,176 7/31/45	Adhesive cements made from synthetic plastics	B. F. Goodrich Co. New York, N.Y. & Akron, Ohio
Wedgeloek	405,967 2/29/44	Sliding closure fasteners for cosmetic bags, change purses, etc.	Corona Enter- prises, Inc., New York, N.Y.
Vulcalock	234,182 10/18/27 Renewed	Adhesive cement	B. F. Goodrich Co. New York, N.Y.
Bondlok	428,651 4/1/47	Slide fasteners	Herman Snyder, d.b.a. Bondlok Products Co., New York, N.Y.
Gazlok	425,424 11/19/46	Anti-siphoning theft guards for gas tanks	Jafber Mfg. & Sales Co. Inc. to Wm. Jaffa, Minne- apolis, Minn.
Dualock	425,372 11/12/46	Lock nuts	Easy Washing Machining Co., Ltd., Toronto, Can.
Adelock	418,693 1/8/46	Self locking nuts and fasteners	Adel Precision Products Corp., Burbank, Calif.
Nescolok	415,404 8/7/45	Machine screw and washer unit fasteners	New England Screw Co., Keene, N.H.
Gaplock & design	383,346 12/3/40	Adhesive friction tape	Garlock Packing Co., Palmyra, N.Y.
Grainlock	351,699 11/2/37	Polishing-wheel cement	Industrial Lub- ricants Co., Detroit, Mich.

Mark	Reg. No. & Reg. Date	Goods	Owner
Ce-Lok	348,294 7/20/37	Liquid cements for leather, metal, glass, etc.	Albert H. Mitchell, Bellerose, L.I., N.Y.
Inlock	318,284 10/23/34	Adhesive cement	Inland Mfg. Co., Dayton, Ohio
Ruglock & design	304,791 7/18/33	Latex sizing for backs of rugs, mats, etc.	American Cura- tex Corp., Quincy, Mass.
Hammer Lock	414,359 6/5/45	Pipe unions	Turbolite Co., Houston, Texas
Everlock	405,720 2/15/44	Bolts and other threaded elements	Thompson Bremer & Co., Chicago, Ill.
Laylock	404,506 11/30/43	Wire rope clamps	Bethlehem Steel Co., Bethlehem, Pa.
Maximlock	399,884 2/2/43	Box hinges	H. D. Greenman d.b.a. Maximlok Co., Brooklyn, N.Y.
Millock	395,491 5/26/42	Metal pipe fittings	C. Mueller, d.b.a. Mueller Spec. Mfg. Co., Chicago, Ill.
Valok	388,751 7/8/41	Brackets for venetian blinds	Lorentzen Hard- ware Mfg. Corp., New York, N.Y.
Ledilok	377,395 4/30/40	Expansion shields	U.S. Expansion Bolt Co., York, Pa.
Spiralok	374,723 1/23/40	Metal pipe fittings	Pacific Pipe Co. San Francisco, Calif.
Durolok	373,608 12/12/39	Slide operated fasteners	Standard Prod- ucts Corp., New York, N.Y.

Mark	Reg. No. & Reg. Date	Goods	Owner
Line Lok design	381,542 9/20/40	Clothes line holders, pulleys, blocks, etc.	F. W. Sauer, d.b.a. Fred W. Sauer Mfg. Co., Newark, N.J.
Dix-Lock	384,909 2/4/41	Metal pipe and hose couplings	Dixon Valve & Coupling Co., Philadelphia, Pa.
Speedlock	350,844 10/5/37	Hose fittings	Cleveland Brass Mfg. Co., Cleveland, Ohio
Plox	279,518 1/20/31	Combined adhesive cement and solder	Plox Mfg. Co., Merriam, Kans.

(c) The following parties use the unregistered marks upon the goods hereinafter identified:

Mark	Goods	Owner
Life-Lok	Interlocking wedding and engagement rings	Manne & Son
Snaph-Lock	Clip device to hold wed- ding and engagement rings together	Royal Jewelry Stores, N.Y., N.J., Conn. and Pa.
Flex-Let Tru-Lock: Tru-Lock	Locking device for bracelets, watch bands, etc.	Flex-Let Expansion Products: Philadel- phia, Dallas, Los Angeles, Montreal
Looplock	Toilet covers, bath-mats rugs	Sanford Mills
Seam Lock	Woven pile carpet	Milton Newman
Quick Lox	Metal drums having re- movable heads and closure fasteners for such drums	Stevens Metal Co.
Lock-Screw	Two-part threaded blind rivets	The Dill Manu- facturing Co.

Mark	Reg. No. & Reg. Date	Goods	Owner
Ce-Lok	348,294 7/20/37	Liquid cements for leather, metal, glass, etc.	Albert H. Mitchell, Bellerose, L.I., N.Y.
Inlock	318,284 10/23/34	Adhesive cement	Inland Mfg. Co., Dayton, Ohio
Ruglock & design	304,791 7/18/33	Latex sizing for backs of rugs, mats, etc.	American Cura- tex Corp., Quincy, Mass.
Hammer Lock	414,359 6/5/45	Pipe unions	Turbolite Co., Houston, Texas
Everlock	405,720 2/15/44	Bolts and other threaded elements	Thompson Bremer & Co., Chicago, Ill.
Laylock	404,506 11/30/43	Wire rope clamps	Bethlehem Steel Co., Bethlehem, Pa.
Maximlock	399,884 2/2/43	Box hinges	H. D. Greenman d.b.a. Maximlok Co., Brooklyn, N.Y.
Millok	395,491 5/26/42	Metal pipe fittings	C. Mueller, d.b.a. Mueller Spec. Mfg. Co., Chicago, Ill.
Valok	388,751 7/8/41	Brackets for venetian blinds	Lorentzen Hard- ware Mfg. Corp., New York, N.Y.
Ledilok	377,395 4/30/40	Expansion shields	U.S. Expansion Bolt Co., York, Pa.
Spiralok	374,723 1/23/40	Metal pipe fittings	Pacific Pipe Co. San Francisco, Calif.
Durolok	373,608 12/12/39	Slide operated fasteners	Standard Prod- ucts Corp., New York, N.Y.

Mark	Reg. No. & Reg. Date	Goods	Owner
Line Lok & design	381,542 9/20/40	Clothes line holders, pulleys, blocks, etc.	F. W. Sauer, d.b.a. Fred W. Sauer Mfg. Co., Newark, N.J.
Dix-Lock	384,909 2/4/41	Metal pipe and hose couplings	Dixon Valve & Coupling Co., Philadelphia, Pa.
Speedlock	350,844 10/5/37	Hose fittings	Cleveland Brass Mfg. Co., Cleveland, Ohio
Polox	279,518 1/20/31	Combined adhesive cement and solder	Plox Mfg. Co., Merriam, Kans.

(c) The following parties use the unregistered marks upon the goods hereinafter identified:

Mark	Goods	Owner
Mark	Goods	Owner
Life-Lok	Interlocking wedding and engagement rings	Manne & Son
Snap-Lock	Clip device to hold wed- ding and engagement rings together	Royal Jewelry Stores, N.Y., N.J., Conn. and Pa.
Flex-Let Tru•Lock: Tru-Lock	Locking device for bracelets, watch bands, etc.	Flex-Let Expansion Products: Philadel- phia, Dallas, Los Angeles, Montreal
Looplock	Toilet covers, bath-mats rugs	Sanford Mills
Seam Lock	Woven pile carpet	Milton Newman
Quick Lox	Metal drums having re- movable heads and closure fasteners for such drums	Stevens Metal Co.
Lok-Screw	Two-part threaded blind rivets	The Dill Manu- facturing Co.

Mark	Goods	Owner
Locklath	Plaster boards and plaster wall boards	Plastoid Products, Inc.
Loc Lip	Ceramic products having interlocking joints	Ric-Wil Co.
Lock Joint	Track brackets and track for sliding	Richards-Wilcox Co.
Lock Link	Chains	American Chain Co. Inc.
Locknob	Lamp chimneys	R. E. Dietz Co.
Lockon	Track contacts for electric toy trains	The Lionel Corporation
Lock-Air	Anti-leak filler for inner tubes for tires	Lock Co., Inc. Mineola, N.Y.

NAYLOR and LASSAGNE,
JAS. M. NAYLOR,
JOHN VAUGHAN GRONER.

By /s/ JAS. M. NAYLOR,
Attorneys for Defendants.

Dated: March 4, 1949.

Service of copy acknowledged.

[Endorsed]: Filed March 5, 1949.

[Title of District Court and Causes.]

PLAINTIFF'S ADMISSIONS AND DENIALS
IN RESPONSE TO DEFENDANT'S RE-
QUEST FOR ADMISSIONS UNDER
RULE 36

Comes Now Joseph Granat, president of Granat
Bros., a corporation, the plaintiff above named, and

being first duly sworn, deposes and says, that the following responses to the request for admissions filed herein under Rule 36 by defendants are true of his own knowledge, save and except as to those matters stated on information and belief, and as to those matters he believes them to be true:

I.

In response to the request for admission labeled (a) and subdivisions (1), (2), (3) and (4) thereunder, plaintiff denies that with respect to the trade-mark "Wedlock" or "Wed Lok" that its claim to ownership is based upon the chain or any chain of title such as set forth in said request (a) subdivisions (1), (2), (3) and (4), but that plaintiff's claim to ownership of said trade-mark is based upon bona fide use by plaintiff in interstate commerce of its trade-mark "Wed Lok", and that such use has been continuous since approximately the year 1934 to date as applied to wedding and engagement ring ensembles. Plaintiff admits, however, that its claim to ownership of registration No. 185,365, dated June 10, 1924, is based upon the assignment set forth in subdivision (4) of said request labeled (a).

As to the assignments set forth in subdivisions (1), (2) and (3) of said request (a), plaintiff has no knowledge thereof and as no copies or facsimiles thereof or other evidence thereof was furnished with said request for admissions, plaintiff has insufficient information upon which to base either an admission or a denial thereof.

II.

In response to the request for admission labeled (b) of said request for admissions under Rule 36, plaintiff admits that such trade-marks were registered in the United States Patent Office for the various and sundry classification of goods specified in such registrations. Plaintiff does not admit, however, that such registrations have any bearing, relevancy, or materiality to any issues herein raised or that any such trade-marks have been or are now being used.

III.

As to the request labeled (c) in the request for admissions under Rule 36, plaintiff has no knowledge that the listed parties use the marks therein set forth upon the goods therein identified and, therefore, has insufficient information upon which to base a denial or admission, and on that ground denies the same.

/s/ JOSEPH GRANAT.

Subscribed and sworn to before me, a notary public, this 14th day of March, 1949.

/s/ CATHERINE BRUCE,

Notary Public in and for the City and County of
San Francisco, State of California.

My Commission Expires: Sept. 28, 1952.

Receipt of copy acknowledged.

[Endorsed]: Filed March 15, 1949.

[Title of District Court and Causes.]

STIPULATION AND ORDER EXTENDING
TIME FOR DOCKETING APPEAL

It is hereby stipulated by and between counsel for the above-entitled parties that the time for docketing the appeal in the above-entitled cause may be extended to and including December 23rd, 1949.

NAYLOR and LASSAGNE,
JAS. M. NAYLOR,
JOHN VAUGHAN GROVER.

By /s/ JAS. M. NAYLOR,
Attorneys for Defendants.

OSCAR A. MELLIN,
LE ROY HANSCOM,
JACK E. HURSH.

By /s/ JACK E. HURSH,
Attorneys for Plaintiff.

ORDER

Good cause appearing therefore, attendant upon the preparation of the transcript of the record on appeal, it is hereby

Ordered that the time for docketing the appeal in the above-entitled cause may be, and the same

is hereby extended to and including December 23rd, 1949.

Dated: November 23, 1949.

/s/ LOUIS E. GOODMAN,
U. S. District Judge.

Certification

No previous extension by order or stipulation.

/s/ JAS. M. NAYLOR.

[Endorsed]: Filed November 25, 1949.

[Title of District Court and Causes.]

CONCISE STATEMENT OF POINTS ON
WHICH DEFENDANTS - APPELLEES
AND CROSS-APPELLANTS INTEND TO
RELY ON APPEAL

Come now defendants-appellees and cross-appellants, above named, and make the following concise statements of the points on which they intend to rely to the United States Court of Appeals for the Ninth Circuit from the Judgment entered September 15th, 1949, in the above-entitled cause:

1. The Court erred in finding that plaintiff's trade mark "Wed Lok" is a distinctive and valid trade mark.

2. The Court erred in not finding that plaintiff has competed unfairly with defendants Feature

Ring Co., Inc., S. Herbert Friend or Leonard V. Bloch.

3. The Court erred in dismissing the counterclaim of the defendants Feature Ring Co., Inc., S. Herbert Friend and Leonard V. Bloch.

4. The Court erred in failing to award damages to defendants herein on their counterclaim.

5. The Court erred in failing to award defendants their costs incurred on the trial of the cause.

NAYLOR and LASSAGNE,
JAS. M. NAYLOR,
JOHN VAUGHAN GRONER,

By /s/ JAS. M. NAYLOR,
Attorneys for Defendants-Appellee and Cross-Appellants.

Certificate of Service attached.

[Endorsed]: Filed November 28, 1949.

[Title of District Court and Causes.]

STIPULATION RELATIVE TO FILING OF
APPEAL BOND

It is hereby stipulated by and between counsel for the above-entitled parties that the defendants may file their appeal bond herein, pursuant to Rules of Civil Procedure Rule 73(e) concurrently with the filing of this stipulation provided the same be

filed prior to the docketing of the appeals with the Court of Appeals for the Ninth Circuit.

NAYLOR and LASSAGNE,
JAS. M. NAYLOR,
JOHN VAUGHAN GRONER,
By /s/ JAS. M. NAYLOR,
Attorneys for Defendants.
OSCAR A. MELLIN,
LE ROY HANSCOM,
JACK E. HURSH,
By /s/ JACK E. HURSH,
Attorneys for Plaintiff.

It is so Ordered this 28th day of November, 1949.

/s/ LOUIS E. GOODMAN,
U. S. District Judge.

[Endorsed]: Filed November 28, 1949.

[Title of District Court and Causes.]

UNDERTAKING FOR COSTS
ON APPEAL

Whereas the above named Defendant and Intervening Defendant have prosecuted an appeal to the United States Court of Appeals for the Ninth Circuit to reverse the judgment of the District Court of the United States for the Northern District of California, Southern Division, in the above-entitled cause.

Now, Therefore, in consideration of the premises and of such appeal, the undersigned The Travelers Indemnity Company, a corporation organized and existing under the Laws of the State of Connecticut, does hereby undertake and promise on the part of the Appellants, the above named Defendant and Intervening Defendant, that said Appellants will pay all damages and costs which may be awarded against them on the appeal, or on a dismissal thereof, not exceeding Two Hundred Fifty and No/100ths Dollars (\$250.00), to which amount it acknowledges itself bound.

In Witness Whereof, the said Surety has caused these presents to be executed and its official seal attached by its duly authorized Attorney-in-Fact at San Francisco, California, this 28th day of November, 1949.

THE TRAVELERS
INDEMNITY COMPANY.

[Seal] By /s/ R. N. MITCHELL,
Attorney-in-Fact.

Bond No. 218989, Premium charged for this Bond
—\$10.00 per annum.

State of California,
City and County of San Francisco—ss.

On this 28th day of November, 1949, before me personally came R. N. Mitchell to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of The Travelers In-

demnity Company, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

[Seal] /s/ ELIZABETH MAKI,
Notary Public.

My Commission Expires March 1, 1953.

[Endorsed]: Filed November 28, 1949.

[Title of District Court and Causes.]

CERTIFICATE OF CLERK TO SUPPLEMENT
TO RECORD ON APPEAL

I, C. W. Calbreath, Clerk of the District Court of the United States for the Northern District of California, do hereby certify the foregoing documents and accompanying exhibits, are the originals filed in this Court, in the above-entitled case, and that they constitute the Supplement to the Record on Appeal, as designated by the parties, to wit:

Request for Admission Under Rule 36.

Plaintiff's Admission and Denials in Response to Defendants' Request for Admissions Under Rule 36.

Stipulation and Order Extending Time for Docketing Appeal.

Defendants' Designation of Contents of Record on Appeal.

Concise Statement of Points on Which Defendants-Appellees and Cross-Appellants Intend to Rely on Appeal.

Stipulation Relative to Filing of Appeal Bond.

Undertaking for Costs on Appeal.

Plaintiff's Counter Designation of Contents of Record on Appeal.

Defendants' Exhibits Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said District Court this 21st day of December, A.D. 1949.

C. W. CALBREATH,

Clerk.

[Seal] By /s/ M. E. VAN BUREN,

Deputy Clerk.

In the United States Court of Appeals
for the Ninth Circuit

No. 28219-H

GRANAT BROS., a Corporation,

Appellant,

vs.

SAMUEL H. FRIEND, S. HERBERT FRIEND
and LEONARD V. BLOCH, Co-Partners, Do-
ing Business Under the Firm Name and Style
of S. H. Friend,

Appellees,

and

FEATURE RING CO., INC.,

Intervening Appellee.

NOTICE OF ADOPTION OF STATEMENT
OF POINTS

Appellant hereby adopts as its Statement of Points, under Rule 19(6), on its Appeal the Concise Statement on Appeal, under Rule 75(a) appearing in the transcript of record certified by the Clerk of the District Court and filed herein.

Dated: November 25th, 1949.

MELLIN AND HANSCOM.

By /s/ JACK E. HURSH,

Attorneys for Appellant.

Receipt of copy acknowledged.

[Endorsed]: Filed Dec. 21, 1949.

In the United States Court of Appeals
for the Ninth Circuit

Appeal No. 12,407

SAMUEL H. FRIEND, S. HERBERT FRIEND
and LEONARD V. BLOCH, Co-Partners, Do-
ing Business Under the Firm Name and Style
of S. H. Friend, and Feature Ring Co., Inc., a
Corporation,

Appellants and Cross-Appellees,

vs.

GRANAT BROS., a Corporation,
Appellee and Cross-Appellant.

Appeal No. 12,408

HERBERT BROWN, an Individual, and FEA-
TURE RING CO., a Corporation,

Appellants and Cross-Appellees,

vs.

GRANAT BROS., a Corporation,
Appellee and Cross-Appellant.

STIPULATION CONSOLIDATING APPEALS

It is hereby stipulated by and between counsel
for the above-entitled parties that the above-entitled
appeals may be consolidated for the convenience
of the Court and the parties hereto to the extent

of the printing of a single record and with a single hearing serving the purpose of all appeals.

It is further stipulated and agreed that, as a means of reducing the number of briefs to be filed herein, Granat Bros., as appellee and cross-appellant herein, may file an original brief covering the two appeals herein; that Samuel H. Friend, et al, as appellants and cross-appellees, may file a brief in reply thereto and covering both appeals, and that said Granat Bros. may then file a brief replying to the brief of said Samuel H. Friend, et al.

NAYLOR and LASSAGNE,
JAS. M. NAYLOR,
JOHN VAUGHAN GRONER.

By /s/ JAS. M. NAYLOR,
Attorneys for Appellants and
Cross-Appellees.

OSCAR A. MELLIN,
LE ROY HANSCOM,
JACK E. HURSH,

By /s/ JACK E. HURSH,
Attorneys for Appellee and
Cross-Appellant.

It is so Ordered: December 21, 1949.

/s/ WILLIAM DENMAN,
Circuit Judge, United States
Court of Appeals.

/s/ WILLIAM HEALY,
/s/ H. T. BONE.

[Endorsed]: Filed Dec. 21, 1949.

[Title of Court of Appeals and Causes.]

DESIGNATION OF APPELLANT-
CROSS-APPELLEE

Appellant-Cross-Appellee, Granat Bros., hereby adopts the Designation of Contents of Record on Appeal and Plaintiff's Counter Designation of Contents of Record on Appeal in the United States District Court, and already a part of the record on Appeal herein, and in addition thereto, Exhibit JJJ—Deposition, Moritz Jacoby; Exhibit KKK—Deposition, Holly G. Jackson; Exhibit LLL—Deposition, Leonard B. Goldblatt; Exhibit MMM—Deposition, Philip Kleiger; Exhibit NNN—Deposition, Arthur A. Navarro; Exhibit OOO—Deposition, Charles Van Sipma; Exhibit PPP—Deposition, Norman Kirnes; Exhibit QQQ—Deposition, Harry Gamler and Exhibit RRR—Deposition, Benjamin J. Shapiro, as its designation on Appeal of the record to be printed.

Dated: Dec. 20, 1949.

MELLIN AND HANSCOM.

By /s/ JACK E. HURSH,

Attorney for Appellant-Cross-
Appellee.

Receipt of copy acknowledged.

[Endorsed]: Filed Dec. 21, 1949.

[Title of Court of Appeals and Causes.]

DESIGNATION OF APPELLANTS-
CROSS-APPELLEES

Appellants and Cross-Appellees, Samuel H. Friend et al, hereby adopt Defendants' Designation of Contents of Record on Appeal, heretofore filed by them in the District Court and now on file herein, as their designation on appeal of the record to be printed, save and except Item 4 thereof which identifies exhibits to be either treated as original exhibits or included in a book of exhibits, subject to the terms of the Stipulation and Order Relative to Exhibits and Book of Exhibits, filed concurrently herewith.

Dated: December 29th, 1949.

NAYLOR AND LASSAGNE,
JAS. M. NAYLOR,
JOHN VAUGHAN GRONER,

By /s/ JAS. M. NAYLOR,
Attorneys for Appellants.

Receipt of copy acknowledged.

[Endorsed]: Filed Dec. 30, 1949.

[Title of Court of Appeals and Causes.]

NOTICE OF ADOPTION OF STATEMENT
OF POINTS

Appellants and Cross-Appellees, Samuel H. Friend et al, pursuant to Rule 19(6), hereby adopt as their Statement of Points on their appeals, the Concise Statement of Points on which Defendants-Appellants and Cross-Appellees Intend to Rely on Appeal, heretofore filed pursuant to R.C.P. Rule 75(a) and which appear in the transcript of record certified by the Clerk of the District Court on file herein.

Dated: December 29th, 1949.

NAYLOR AND LASSAGNE,
JAS. M. NAYLOR,
JOHN VAUGHAN GRONER,

By /s/ JAS. M. NAYLOR,
Attorneys for Appellants.

Receipt of copy acknowledged.

[Endorsed]: Filed Dec. 30, 1949.

[Title of Court of Appeals and Causes.]

STIPULATION AND ORDER RELATIVE TO EXHIBITS AND BOOK OF EXHIBITS

It is hereby stipulated by and between the parties to the above-entitled causes, and with the approval of the Court, that the Clerk be directed to include within a Book of Exhibits, the following exhibits in the case:

1. Plaintiff's Exhibits K, L, M, Y, Z, AA, BB, EEE, FFF.

2. Defendants' Exhibits 1 to 4, inclusive, 6 and 37.

It is further stipulated, with approval of the Court, that the following exhibits may be used as physical exhibits, neither printed in a Book of Exhibits nor the Transcript:

3. Plaintiff's Exhibits A to J, inclusive, N to X, inclusive, CC to DDD, inclusive, and GGG to III, inclusive.

4. Defendants' Exhibits 5, 7 to 36, inclusive, 39 and 40.

5. Plaintiff's deposition exhibits offered in Plaintiff's Exhibits JJJ to RRR, inclusive.

6. Defendants' deposition exhibits offered in Defendants' Exhibits 39 and 40.

The exhibits herein designated as physical exhibits consist of various trade mark file histories, advertising mats and material, newspaper and maga-

zine advertisements, magazines, ring sets, dies for making ring sets, bulky in nature and none of which lend themselves to satisfactory, convenient or economic reproduction in printed form.

It is further stipulated that with respect to Defendants' Exhibit 37 (a book of trade mark registrations) hereinabove designated for inclusion in a Book of Exhibits, there is reserved unto appellee, Granat Bros., the right to bring a motion to strike the same to determine its status as a part of the record herein, if so advised.

Dated: December 29th, 1949.

NAYLOR AND LASSAGNE,
JAS. M. NAYLOR,
JOHN VAUGHAN GRONER,

By /s/ JAS. M. NAYLOR,
Attorneys for Appellants.

It is approved and so Ordered this 31st day of December, 1949.

OSCAR A. MELLIN,
LEROY HANSCOM,
JACK E. HURSH,

By /s/ JACK E. HURSH,
Attorneys for Appellee.

/s/ WILLIAM DENMAN,
U. S. Circuit Judge.

/s/ WILLIAM HEALY,
/s/ HOMER BONE,

Judges U. S. Court of Appeals for the Ninth
Circuit.

[Endorsed]: Filed Jan. 4, 1950.

